

**AGREEMENT BETWEEN  
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17  
AND  
KING COUNTY  
DEPARTMENTS: EXECUTIVE SERVICES (FACILITIES MANAGEMENT), NATURAL  
RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW,  
TRANSPORTATION  
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2 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**

3 **DEFINITIONS:**

4           **a. Seniority:** Bargaining unit seniority shall be defined as the total service with King  
5 County in the bargaining unit. Effective upon implementation of this agreement, seniority accrual  
6 will be adjusted when in a non-pay status for more than thirty (30) consecutive days. For time in a  
7 non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days.  
8 Employees working a part-time schedule will receive prorated seniority based on the full-time work  
9 schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment  
10 for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining  
11 unit for any duration but remains in County employment will be credited for prior service in the  
12 bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired  
13 into a bargaining unit position. An employee who has not completed his/her probationary period in a  
14 bargaining unit classification will be included on the seniority list in the last bargaining unit  
15 classification in which s/he previously held regular status, if any. In the event there are two (2)  
16 employees having the same bargaining unit seniority, the County will consider ability and skill to be  
17 the determining factor on retention.

18           **b. DPER:** For purposes of this Article, the Department of Permitting and  
19 Environmental Review will be considered a Division.

20 **15.1. Pre-Layoff Process:**

21           **a. Reassignment:** The County will conduct a process of reassigning employees to  
22 occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the  
23 classification slated for reduction. Employees who are reassigned to occupied or vacant positions  
24 within their respective Division will not be required to serve a probation period. Employees who are  
25 similarly reassigned to occupied or vacant position outside their division may be required to serve a  
26 probationary period as provided under Article 12 of this agreement. However, employees may refuse  
27 reassignment outside of their Division and consequently may elect to be laid off and exercise any  
28 bumping rights pursuant to the terms of this agreement. This management directed process is not

1 grievable.

2           **b. Mitigation:** The County and the Union shall jointly endeavor to find ways to  
3 minimize and/or mitigate the number of employees who must be laid off (e.g., look for other non-  
4 staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary  
5 placement in other departments, or consider leaves of absence.)

6           **15.2. Notice To Union and Affected Employees:**

7           **a.** When a reduction in force is anticipated, the County will notify the Union  
8 Representative at least five (5) calendar days prior to layoff notices being presented to the affected  
9 employee(s). The notice will include the name of the division(s), classification(s), and employee(s)  
10 identified for layoff.

11           **b.** When layoffs are anticipated during the regular budget process, the County will notify  
12 the Union and affected employee in writing at least sixty (60) calendar days in advance of any  
13 anticipated layoff. This provision only applies to initial notification and does not apply to subsequent  
14 layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

15           **c.** In the event the County has a legitimate business reason for doing so, the initial notice  
16 requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff.  
17 The County shall provide written notice to the Union of their legitimate business reason. The  
18 shortened time frame for notification shall serve as an exception and shall be used sparingly.

19           **15.3. Bumping:** Bumping shall not result in a promotion. An employee will have five (5)  
20 working days from the time of written notification of layoff to notify the County of his/her intent to  
21 exercise his/her bumping rights. The employee's written notice must include the classification(s)  
22 within his/her classification series, listed by preference, in which s/he proposes to bump. An  
23 employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5)  
24 working days or the County has not accepted a late filing of the notice. The County will, if it  
25 determines that there are warranting circumstances, accept a late-filed notice from an employee.

26           **15.3.1. Qualified to Bump:** The County shall make a reasonable and rational  
27 determination in deciding whether or not an employee is qualified to bump into another position and  
28 whether the employee can achieve a satisfactory level of job performance within the probationary

1 period. If the employee is deemed not qualified to bump the County shall provide the  
2 employee/Union with written notice and documentation of the reasons and rationale for that  
3 determination.

4 **15.3.2. Bump Options:** The following are the options to be considered, in order, for  
5 a laid off employee:

6 **15.3.2.1.** If an employee's adjusted seniority date in the bargaining unit is  
7 before January 1, 1986, s/he shall first elect to bump the least senior bargaining unit employee in  
8 his/her division and classification for which s/he is qualified. If the employee is unable to bump  
9 within his/her division, s/he may then elect to bump the least senior bargaining unit employee in  
10 his/her classification for which he/she is qualified. If the employee is unable to bump into his/her  
11 classification as described above, s/he may then elect to bump the least senior employee in his/her  
12 same classification series in the same division for which s/he is qualified. If the employee is unable  
13 to bump within the division, s/he may then elect to bump the least senior bargaining unit employee in  
14 his/her classification series for which s/he is qualified. The employee may decline to bump across  
15 divisions and elect to bump under Sections 15.3.2.2-4 or be laid-off.

16 If an employee's adjusted seniority date in the bargaining unit is after January 1, 1986, s/he  
17 may:

18 **15.3.2.2.** Bump the least senior bargaining unit employee within the same  
19 division and classification for which she/he is qualified.

20 **15.3.2.3.** Bump the least senior bargaining unit employee within the same  
21 division into a lower paying classification in his/her same classification series for which she/he is  
22 qualified.

23 **15.3.2.4.** Bump the least senior bargaining unit employee within the same  
24 division into a lower paying classification s/he has previously regularly occupied for which she/he is  
25 qualified.

26 **15.3.2.5.** Bump the least senior bargaining unit employee within the same  
27 division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and  
28 has previously served a probationary period or had probation waived by the County or a classification

1 directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

2           **15.3.3. Continued Employment:** An employee identified for layoff will retain  
3 employment with the County at their current rate of pay until the County has completed the bumping  
4 process. In the event a grievance has been filed pertaining to the layoff process, the employee will  
5 retain employment with the County at their current rate of pay until the grievance process has  
6 concluded and a final determination has been made.

7           **15.4. Reduction in Force Grievance Process:** In the event the Union disputes the County's  
8 determination of an employee's qualifications to bump or be recalled into another position, the Union  
9 may file a grievance using the following process. The Union will have five (5) working days from  
10 notice of the County's determination to file a grievance with the Division Director. The Division will  
11 have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If  
12 necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10)  
13 working days to make a final determination. The final determination is not arbitrable by either the  
14 Union or the County.

15           **15.5. Recall:** An employee who is laid off will have recall rights to his/her previous  
16 classification for two (2) years from the date of layoff, if qualified. An employee retains his/her recall  
17 rights even if s/he accepts another classification or temporary position with the County. Recall will  
18 be by seniority where the most senior employee in the classification series will be recalled first. An  
19 employee who is laid off shall have one (1) opportunity to refuse a recall in his/her classification,  
20 except if the employee is recalled to his/her previous position, in which case a first refusal will  
21 terminate the employee's recall rights.

22           **15.5.1. Notice of Recall:** An employee will have ten (10) calendar days from the date  
23 the notice of recall is sent by certified mail in which to notify the County of whether s/he will accept  
24 the position. The County will consider the employee's failure to notify the County within ten (10)  
25 calendar days as a refusal. The County will, if it determines that there are warranting circumstances,  
26 accept a late-filed notice from an employee. Notices will be in writing. It is the employee's  
27 responsibility to keep the County informed of his/her current address.

28           **15.5.2. Recall for Temporary Work:** The County will use bargaining unit

1 employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work  
2 in his/her classification series before employing anyone else, provided the employee is qualified to  
3 perform the work. An employee on the recall list who is offered the work may decline the temporary  
4 work without jeopardizing his/her recall rights under this section.

5 **15.6. Reinstatement:** An employee recalled within two (2) years from the time of layoff will  
6 have their vacation leave accrual rate and any forfeited sick leave accruals restored.